



**CITY OF NEWARK
DELAWARE**

BIDDER

BID SECURITY

CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

NOTICE

Do not disassemble. Return intact with
Properly completed forms or bid may be rejected.

CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

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CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

NOTICE OF LETTING

Sealed bids for Contract No. 18-09, Repair of Concrete Deck and Stairs, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time on Tuesday, October 16, 2018, and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

There will be a mandatory pre-bid meeting on site at the Newark Municipal Building on Tuesday, September 25, 2018 at 9am. The contract documents may be obtained from the City website at <http://newarkde.gov/bids.aspx?bidID=92>.

All parts of this bid request are mandatory unless otherwise noted. Nonparticipation in the optional requests for bid will not preclude your responses to the mandatory sections from consideration. The bid results of the voluntary sections will not serve as the basis for rejection or acceptance of the mandatory bid requests.

CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

SCOPE OF WORK

Contract 18-09 outlines the needed repair and reconstruction of the concrete deck and stairs at the rear of the City of Newark's Municipal Building located at 220 S. Main Street, Newark, Delaware 19711. The concrete has deteriorated causing unevenness of the stairs while the metal support structure beneath the concrete catwalk has disintegrated due to rust.

The following work is to be completed as part of Contract 18-09:

1. Railings: Remove and save for reinstallation. Railings will have new baseplates added onto bottom for bolt down reinstallation. Staircase railings will have an additional graspable handrail added. Railings are to be sandblasted and powder coated prior to installation.
2. Concrete deck: Approximately 120' of concrete walkway and 25' of steps to be remove and be replaced. All damaged corrugated decking to be replaced/repared before new concrete is poured. All rebar requirements as shown on original plans will be maintained for new work. Steps will have a rise no less than 4" and no greater than 7" and a minimum tread width of 11" nosing to nosing. Walkway will have a no greater than 2% slope across width for drainage. New walkway will have a 1-1/2" overhang for drainage. Concrete to be 3500 PSI.

Add/Alternates to be listed separately in all bid proposals:

1. Replace railings with new aluminum, powder coated railings to meet current City and State code.
2. Parge the current wall located below the walkway
3. Remove louver in brick and save for reuse.
4. Replace the damaged lintel with new galvanized steel lintel and replace louver.
5. Matching brick pattern, style, and mortar color.

There will be a mandatory pre-bid meeting on site at the Newark Municipal Building on Tuesday, September 25, 2018 at 9am. All firms interested in submitting proposals must be in attendance.

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark - Contract No. 18-09 Repair of Concrete Deck and Stairs," and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, October 16, 2018. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. TAXES

The bid price shall not include federal or state taxes. If applicable, the bidder shall furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

3. BID SECURITY

No bid will be considered unless accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the bid. If a bid bond is submitted, it must be made out on the attached "Bond to Accompany Proposal" form. The successful bidder, upon his failure or refusal to execute and deliver the contract within ten (10) days after he has received notice of acceptance of his bid, shall forfeit to the City for such failure or refusal, the security deposit with his bid.

4. AWARDS

Following review of all bids by the City Manager and her recommendation to the Mayor and Council, awards, if any, will be made to the lowest responsible bidder. The Mayor and Council reserve the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served. The City reserves the right to divide the award of the contract into each of the parts designated in the specifications and proposal.

5. CONTRACT SURETY BOND

A contract surety bond satisfactory to the City of Newark and in the full amount of the contract may be required by the successful bidder within ten (10) days of the contract award date. Upon receipt of this surety bond, the City will return any certified or cashier's check submitted as bid security.

6. DELIVERY

Delivery shall be F.O.B. City of Newark Warehouse, Phillips Avenue, Newark, Delaware. The successful bidder shall include the type and serial number of all equipment on invoices and

packing slips.

7. INSPECTIONS

All equipment shall be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected or liquidated damages charges made. The decision of the City will be final and any rejected items or material will have to be replaced at the expense of the bidder.

8. INTENT OF SPECIFICATIONS

It shall be the bidder's responsibility to furnish the equipment specifically indicated in these specifications and such other as may be required.

9. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code. Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

10. STANDARDS AND MANUFACTURER'S WARRANTY

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

11. WORKMANSHIP

Workmanship shall conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions, with proper fits and clearance.

12. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

13. EEO AND LICENSING

The bidder shall possess all business and other licenses required by the State of Delaware and the City of Newark and also be a fair and equal opportunity employer.

14. NON COLLUSION

The vendor shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

15. INQUIRIES AND ADDENDA

Any inquiries regarding the bidding process shall be directed to Mr. Mark Brainard, Assistant to the Managers, at mbrainard@newark.de.us or 302-366-7000. Any questions regarding the specifications shall be directed to Dave Greenplate, Facilities Maintenance Superintendent, at dgreenplate@newark.de.us or 302- 366-7000. Any changes to the contract documents shall be made only by numbered addendum(a) issued not later than four (4) days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

16. DAMAGES FOR LATE DELIVERY

The dates for delivery of the equipment are important and may influence the award of the contract. Submitted delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$25.00 per calendar day may be assessed by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date.

17. PAYMENT

Payment shall be made within thirty (30) days from receipt of the equipment, subject to final inspection and acceptance of the items by the City.

18. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

19. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this RFP or contract shall be the property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder, has carefully examined the General Provisions, Specifications, and Proposal to be known as Contract No. 18-09 and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and specifications and any addenda shall be a part, and to furnish all materials and provide all machinery, tools and labor necessary to perform and complete the work within the time required by the contract in complete accordance with said General Provisions and Specifications, at the following named prices:

<u>Description</u>	<u>Amount</u>
1. Repair and Reconstruction of Concrete Deck and Stairs	\$ _____

This proposal shall be irrevocable for a period of 60 days after bids are opened. We acknowledge receipt of Addendum(s) No(s). _____

Exceptions: _____

PROJECT TO BE COMPLETED IN 120 DAYS FROM NOTICE OF AWARD.

DATE: _____

BIDDER: _____

BY: _____

Legally authorized representative.

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CONTRACT NO. 18-09

REPAIR OF CONCRETE DECK AND STAIRS

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and State of
_____, principal, and _____ of
_____ as surety, legally authorized to do business in the State of Delaware, are
held and firmly bound unto the City of Newark in the sum of _____ dollars,
to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which
payment well and truly be made, we do bind ourselves, and each of our heirs, executors, administrators
and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal
dated the _____ day of _____ in the year of our Lord, two thousand and eighteen
(2018).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal
_____ who has submitted to said City of Newark, a certain
proposal to enter into a certain Contract No. 18-09, and if said _____ shall well and truly
enter into and executes said contract and furnish therewith such Surety Bond or Bonds as may be required
by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be
entered into within fourteen (14) calendar days after the date of official notice of award thereof in
accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full
force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

BIDDER _____



COMM NO 1709-002

\$3.07

NO SET 9/10/91

